

**PLACER COUNTY
ADMINISTRATIVE SERVICES
DEPARTMENT**



Request For Proposals No. 9312

**Financial Alternatives and Fiscal Impact Analysis
for the
County of Placer
Phase I Natural Communities Conservation Plan/
Habitat Conservation Plan**

Release Date: January 30, 2004

Pre-Proposal Conference: February 10, 2004
Information included within

Submittal Deadline: March 4, 2004, 5:00 PM Pacific Time

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**Financial Alternatives and Fiscal Impact Analysis
for the
County of Placer, Phase I Natural Community Conservation
Plan/Habitat Conservation Plan**

1.0 INTRODUCTION

- 1.1 The County of Placer is pursuing a unified program leading to a Natural Community Conservation Plan (NCCP) under the State of California Natural Community Conservation Planning Act (NCCPA) and a Habitat Conservation Plan (HCP) under the Federal Endangered Species Act (FESA). This planning process specifically supports a series of regulatory permits from state and federal agencies and is described in the *Natural Community Conservation Planning Agreement* (October 5, 2001) by and between the County of Placer, the California Department of Fish and Game, the United States Fish and Wildlife Service and the National Marine Fisheries Service. The *Regulatory Framework and Permitting* document (Attachment A to this RFP) summarizes the list of permits the County is seeking in addition to the NCCP/HCP. The permits include Clean Water Act Section 401 and 404 programmatic permit compliance and a California Fish and Game Code Section 1600 programmatic Lake and Streambed Alteration Agreement. A copy of the *Natural Community Conservation Planning Agreement* is available at the Placer County Procurement Division located at 2964 Richardson Drive, Auburn, CA 95603. An appointment is not necessary.
- 1.2 The western portion of the planning area (roughly west of Auburn) is Phase One of this three-phase program. Ultimately the planning and regulatory program will address all of the unincorporated area of Placer County and may include other participating agencies including cities and special districts. The Placer County Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) addresses the potential for development of as much as 40,000 acres within the 270,000 acre first phase area and the impacts it will have on wildlife habitat as well as the greater opportunities the County has for conserving the biological, scenic, agricultural, historic, and recreational resources of the County identified by the Placer Legacy plan.
- 1.3 The County of Placer is therefore soliciting proposals seeking a qualified consultant to assist in determining the cost of implementing this program and to find practical means of funding it.
- 1.4 **A Pre-Proposal Conference relating to this RFP will be held Tuesday, February 10, 2004**, beginning at 2:00 p.m. The meeting will be held at the Placer County Planning Commission Hearing Room, 2900 Richardson Drive, DeWitt Center, Auburn. The Planning Commission Hearing Room is entered off the parking lot on Richardson Drive between B and C Avenues. Attendance at the meeting is not required in order to submit a proposal, however all potential offerors are encouraged to attend as the Scope of Work and resulting contract will be discussed in detail.

2.0 PROJECT PURPOSE

- 2.1 The purpose of the project subject to this Request for Proposal (RFP) is to evaluate the financial feasibility and cost of implementing and administrating an NCCP/HCP program for Western Placer County. There are costs associated with preserve acquisition, preserve restoration, land management and monitoring, and program administration. The selected consultant, hereinafter referred to as the contractor, shall evaluate these cost components, identify a range of feasible financial alternatives, and estimate the fiscal impact on the County to implement the program. The fiscal impact analysis and open space mitigation fee nexus study are separate deliverables (in report format) from the financial alternatives analysis.
- 2.2 This project shall be coordinated with the various individuals and agencies participating in the preparation of the Placer County Natural Community Conservation Plan and Habitat Conservation Plan.
- 2.3 A copy of the Placer County Natural Communities Conservation Plan/Habitat Conservation Plan, *Draft Conservation Strategy Overview*, as well as other Placer Legacy information, are available in pdf format at the Placer County Planning Department web site at <http://www.placer.ca.gov/planning/legacy/legacy.htm>.

3.0 GEOGRAPHIC SCOPE

- 3.1 The geographic scope of this project includes the area of Western Placer County (see Attachment B) from the uppermost portion of the Coon Creek watershed to the County boundaries with Yuba, Nevada, Sutter and Sacramento County to the west. This shall be referred to as the Phase 1 boundary of the NCCP/HCP. Phases 2 and 3 are not initially covered by this RFP, however Placer County reserves the right, but shall not be obligated, to renew the contract awarded as a result of this RFP to include Phases 2 and/or 3 as well, pending satisfactory provision of services by the consultant and agreement between the parties relating to cost.
- 3.2 As of the date of issuance of this RFP, there is only one participating agency or jurisdiction within this Phase 1 area, which is the County of Placer administering unincorporated lands. The City of Lincoln, the Placer County Water Agency, and the Placer County Resource Conservation District have all expressed interest in acting as participating agencies and may elect to participate in the future.

4.0 BACKGROUND AND GUIDING PRINCIPLES

- 4.1 The following guiding principles are derived from the Placer Legacy Open Space and Agricultural Conservation Program (Placer Legacy) and a draft Conservation Strategy Overview that was prepared in September of 2003 for the NCCP/HCP.
 - 4.1.1 Western Placer supports biologically important natural communities including vernal pool grasslands, creeks, riparian corridors, and blue oak woodlands. Retention of natural communities, and their associated species, in a system of

connected, ecologically viable lands, is the foundation and focus of Placer County's Conservation Plan.

- 4.1.2 The County's Conservation objectives are broad. The objectives for this Conservation Plan shall be to:
- Sustain all present natural communities at an appropriate level;
 - Partially restore or enhance certain natural communities;
 - Ensure covered species population stability and sustainability, and contribute to these species recovery; and
 - Address cumulative impacts of land use and urbanization in Placer County.
- 4.1.3 The projected time frame for the Conservation Plan will be on the order of 50 years or more.
- 4.1.4 Biological value means the capacity of the landscape to consistently attain the conservation objectives stated in 4.1.2.
- 4.1.5 Preserve design flexibility makes planning more difficult, but may make implementation easier. The flexibility in preserve design must be based upon scientifically sound principles of conservation biology incorporating both our current understanding of the natural resources of west Placer and new information to be developed during the course of the development of the Conservation Plan.
- 4.1.6 Funding for land preservation will come primarily from the entitlement process for urbanization, but other funding sources must be considered. A comprehensive, long range Conservation Plan will address tens of thousands of acres of the landscape.
- 4.1.7 Preserve management will adapt as more knowledge is available. Present knowledge of biological resources, ecology and population biology in Placer County is sufficient to support the Conservation Plan process in general. Less is known about practical land management and compatible agriculture and other land use effects, so the Conservation Plan will need to be adaptable based on information learned through Plan operation. Preserve lands will need to be administered by one or more entities capable of conducting monitoring and adaptive management. This may entail expanded functions for existing local government or a new entity (e.g., JPA or special district).
- 4.1.8 There is a critical need to construct an efficient and effective Monitoring Program including both implementation and biological monitoring. Implementation monitoring will track changes in land use and assure fees or other conservation measures are fully executed. The biological monitoring program will become the basis for decisions concerning management activities of conservation lands. The link between management activities and the integrity of natural communities and the status of covered and listed species is only as strong as the ability of the biological monitoring plan to measure change and make recommendations on how

to respond to change. This is part of an adaptive management program. This task will be costly and will require ongoing revenue sources but only through a meticulously developed monitoring plan can the success of the conservation plan be measured.

- 4.1.9 Mitigation will be needed for loss of present and long-term biological value. Present values means the biological value of covered species or natural communities present on a property at the time of impact; long-term value means the regional and cumulative biological value of a property that contributes to the ecological integrity, population stability, and recovery of species and natural communities.
- Present biological value can be mitigated by a combination of on- and off-site conservation.
 - Mitigation can be a combination of preservation and protection of existing resources and restoration/enhancement of degraded resources.
 - Long-term biological value mitigation must take into account cumulative impacts to natural communities and contribution to species recovery.
- 4.1.10 Regulatory coverage will depend on the comprehensiveness of NCCP/HCP mitigation.
- 4.1.11 The NCCP/HCP reflects the intent to manage the biological resources of Western Placer for the long term. The permit would run until 2050, but would describe a system of monitoring and adaptive management that would allow the program to run indefinitely. The planning focus of the NCCP/HCP is on the next twenty years because that period will allow the necessary conservation program to be established.
- 4.1.12 The NCCP/HCP will be put into place through the general plans of the County any participating cities (or special districts) and/or through specific ordinances and regulations, such as zoning ordinances, and procedural requirements for development permitting and CEQA compliance. A primary goal in creating the process for project review under the NCCP/HCP will be to increase simplicity and, as much as possible, to fulfill the requirements of all applicable local, state and federal environmental requirements using one process (in other words, to provide “one-stop shopping”).
- 4.1.13 A range of tools may be used to ensure that implementation of the NCCP/HCP will be successful and will be equitable to landowners. These tools are not mutually exclusive and could be used in a variety of combinations.
- Land dedication
 - Mitigation fees
 - Mitigation banking
 - Conservation credit system
 - Transferable/tradable development rights

- 4.1.14 Formation of a Joint Powers Authority (JPA) or partnership with a local land trust or other organization may assist long-term implementation. To provide increased capacity for long-term implementation of important elements of the NCCP/HCP, a joint powers authority consisting of the County, participating cities, and special districts could be formed, or a partnership with a local land trust could be established, or both.

5.0 SCOPE OF WORK: The Scope of Work shall comprise of four (4) major tasks, each with sub-tasks. The major tasks shall include: 1) a Financial Alternatives Analysis, 2) a Fiscal Impact Analysis, 3) an Open Space Mitigation Fee Analysis, and 4) Public Representation of the work products.

5.1 TASK 1 – FINANCIAL ALTERNATIVES ANALYSIS: The contractor shall complete an economic analysis to determine what funding would be adequate to establish and operate the Conservation Program underlying the NCCP/HCP, and how this funding can be assured. This shall entail a projection of program costs, the funding base for the costs, and the mechanisms available to generate revenue.

5.1.1 Timeframe: The NCCP/HCP permits will extend to the year 2050, but operating funding for preserve management must be perpetual to meet the needs of the intended permanent preserve system. The financial analysis must match the proposed year 2050 permit time span. The more detailed focus of the analysis should be on program actions through the year 2025 and shall be based on Sacramento Area Council of Governments (SACOG) and County of Placer data and use the SACOG minor zone structure for organizing housing, population and employment data. Year 2050 projections shall be based, in part, on the 2040 Department of Finance projection and a review of the SACOG Blueprint Base Case Scenario and other Blueprint growth scenario alternatives. The contractor shall make and justify assumptions on growth indicators and land conversion rates for the 2025-50 time period. The economic analysis should use an appropriate base year (in the range 2000 to 2004) and present data in 5-year increments through the year 2050.

5.1.2 Entities: The Financial Analysis shall explicitly address program costs and revenues for each of the participating and potentially participating entities. For the purpose of this RFP, the County of Placer administering unincorporated lands represents the participating entity and the City of Lincoln, the Placer County Water Agency, and the Placer County Resource Conservation District represent potentially participating entities. Other, non-participating entities such as other Western Placer cities shall be considered as part of the overall growth projection, but need not have detailed data presented for them.

5.1.3 In order to meet the County's needs to deal with an evolving series of alternatives, the contractor must construct an analytical methodology that is capable of comparing alternatives and evaluating new alternatives without excessive delay or additional cost. Ideally, this would be provided as an Excel spreadsheet with sufficient

documentation to allow County staff to evaluate new alternatives that arise after the Final Report is accepted.

- The County will supply the contractor with the following geographically explicit and quantitative projections that will be presented as a series of alternative Conservation Programs
 - Population growth and land use that are the basis for its estimates of take of covered species and affected natural communities, and
 - A Conservation Program with possible preserves that is expected to meet the NCCP/HCP objectives.
- The County will also supply data on typical County staff costs and recent land transaction costs for use in estimating administrative budgets.
- The contractor will not be required to conduct GIS analysis, but will need to provide data consistent with Placer County NCCP GIS planning sub areas.

5.1.4 SUB-TASK 1A – COST DETERMINATION: The contractor’s analysis shall identify costs associated with the implementation of the NCCP/HCP. The contractor shall address both upfront costs (e.g., the cost of acquisitions) and ongoing costs. The analysis shall include, but not be limited to, the following:

- Land Interest Acquisition: The Conservation Program will rely heavily on acquiring interest in land for preserving biological resources. Acquisition costs are intended to reflect the increase in property based upon projections and/or market trends in Placer County. The emphasis will be on acquisition of preserve lands: 1) typically properties in excess of 20 acres in size which are cultivated agricultural lands (exclusive of orchards and vineyards), blue oak woodlands, floodplains, riparian corridors and grasslands within the area designated as a “Conservation Opportunity Area” in the Conservation Strategy Overview; 2) floodplain and riparian areas in both the Conservation Opportunity Area and Development Opportunity Area in the Conservation Strategy Overview; and 3) some lands outside of Placer County identified by the County. Acquisition may be by fee title, easement, or other instrument. The contractor will be expected to develop and document a reasonable range of acquisition cost estimates for the various acquisition instruments.
 - Fee Title: Land cost will need to be estimated based on geographic subarea and land use. Projected cost will need to take into account the effect of competition for conservation lands. All Program lands are to be acquired on a “willing seller” basis, hence land owners can be expected to react to perceived excess demand.
 - Easements: Easements or other less-than-fee interests are an attractive option to reduce acquisition cost and to minimize impact on private property use. The contractor will need to estimate the % of fee title cost for easements based on 1) the existing land use and 2) the degree of biological restrictions or other limitation of use that the easement carries. Part of this estimate is an appraisal of how easement price is likely to affect a willing seller market.
 - Other Interests: The contractor is expected to introduce a wide range of other ways that the conservation objectives can be attained without direct

fee or easement purchase. These include leases, land swaps, in holdings, life estates, etc.

- Transaction Costs: For all types of acquisitions, identify the additional transaction costs under a couple of different scenarios: 1) local government or special district negotiates and completes the transaction, or 2) a private non-profit negotiates or completes the transaction. The purpose for evaluating both is to examine the cost difference between public and private sector administration of this process.
- Initial Land Restoration. Once interest in a parcel is secured, some level of initial expense is required for habitat restoration, fencing, etc., prior to ongoing management. These costs are associated with land acquisition, and will reflect the land condition and the biological objectives for it.
- Ongoing Land Management:
 - Reserve Monitoring. Monitoring costs are to be identified as follows: 1) initial monitoring costs associated with program start-up, 2) escalating monitoring costs as lands are added to the reserve system in 5 year increments to the year 2050 and 3) the ongoing monitoring costs once acquisition objectives have been achieved (assumed to be at the year 2050).
 - Adaptive Management Costs – Adaptive management is the systematic process of continually improving management policies and practices by learning from the outcomes of the monitoring program.
 - Management Costs - The acquisition and enhancement cost factors represent the initial capital costs of securing and establishing Placer County's hard line preserves. We must also ensure that those lands are managed in perpetuity for the benefit of wildlife habitat and open space values. Hence, any program cost analysis must scrutinize those on-going, long-term activities such as management of preserve lands, monitoring, and administration.
- Program Administration Costs – The County seeks to identify the various administrative costs associated with management of the program. The contractor shall consider staffing, transaction costs, public outreach efforts, general administrative tasks, legal services, and contract services.
- Other Costs – The contractor is also to identify other costs that could be associated with program implementation and management over time.
- Sub-Task 1A Products: The contractor shall prepare a brief text narrative and supporting information and make a presentation of the findings and methodology to the County NCCP/HCP team. The individual and unit costs will be aggregated for each of the County alternative Conservation Programs and presented in 5-year increments from the base year to 2050.

- 5.1.5 SUB-TASK 1B – PROJECTED FUNDING BASE: The contractor shall identify the potential base for funding. The County will supply general geographic information on activities covered under the permit, including urban development. The covered activities are one potential source of both one-time and on-going

funding. The contractor shall characterize this potential funding base using SACOG land use projections through the year 2025 and current and/or projected land use conversion rates associated with residential and non-residential growth within the SACOG Minor Zone structure used for traffic forecasting. Within each minor zone the contractor shall identify the anticipated amount of land conversion (measured in acres) for residential, commercial, industrial, professional and public/quasi public land uses. The detailed land conversions estimates shall be presented in 5-year increments starting with 2005 and ending with 2025. Estimates for plan year 2025 through 2050 can use the aggregate urban, suburban and rural area of the Phase 1 boundary. Some minor zones on the east edge of the Phase 1 project area are bisected by the Phase 1 boundary. Some effort will need to be applied correctly correlating the population, housing and employment data and the appropriate general plan land use diagram (i.e., the Auburn/Bowman Community Plan or the Meadow Vista Community Plan). Estimates for growth and land use change for the Western Placer area in incorporated cities that are outside of the NCCP/HCP area are needed to complete the economic assessment. The analysis can use aggregate urban area and population broken down by city.

- Sub-Task 1B Products: The contractor will prepare a brief text narrative and supporting information and make a presentation of the findings and methodology to the County NCCP/HCP team. The presentation will show the land use change and other covered activities for the Phase 1 area in 5-year increments through the year 2050.

5.1.6 SUB-TASK 1C - FINANCING ALTERNATIVES FOR LOCAL

JURISDICTIONS: The contractor shall identify a range of financing alternatives. The financing should take into consideration the guiding principles discussed in Section 4.0 of this RFP. The potential funding sources must be tied to the timeline of funding base identified in Sub-Task 1B to develop a series of revenue streams capable of meeting projected costs identified in Sub-Task 1A. Note that the County wants to identify a funding program that allows for the mitigation and conservation of natural communities in advance of actual “take” of a species or habitat. It will be necessary to project the revenue needed over time in order to insure that sufficient funds are available to meet the anticipated impacts.

- The following types of revenues shall be evaluated and the contractor is to identify one or more of these financial options that best fit the County’s projected financial needs.
 - Mitigation fee;
 - Benefit assessment by a regional park or open space district;
 - Habitat maintenance assessment;
 - Mello-Roos community facilities district special tax;
 - Ad valorem property tax;
 - The issuance of government bonds;
 - Current County tree mitigation fee and the proposed open space mitigation fee;
 - Increases in sales tax through a general or special tax ballot measure;
 - Federal, state and other local funding sources including potentially participating entities and special district revenues (e.g., water agencies);

- User fees;
- Revenues produced by compatible use on preserve lands;
- Endowment yield. Identify the amount of endowment required and the approximate rate of return that would be required to sustain a given revenue stream.
- Federal and state funds shall include Section 6 of the Federal Endangered Species Act - U.S. Fish and Wildlife Service and Clean Water State Revolving Fund (SRF) - U.S. Environmental Protection Agency.
- Sub-Task 1C Products: The contractor shall prepare a brief text narrative and supporting information and make a presentation of the findings and methodology to the County NCCP/HCP team.

5.1.7 SUB-TASK 1D - DRAFT AND FINAL PROJECT FINANCIAL

ALTERNATIVES REPORT: The contractor shall prepare a formal Financial Alternatives Report as a Draft and Final Regional Financing Plan. The conclusions of this analysis shall be summarized in a regional finance plan to be made available for public review and decision-making by the Board of Supervisors. The financing plan shall illustrate options available to the County and any participating local agencies and illustrate potential shortfalls, uncertainties, and differences between alternatives. The report shall include the contractor's recommendations on the best financial alternative including details of the preferred funding option(s) and the necessary means of successfully acquiring those revenues. The report shall also describe the formation proceedings, bonding proceedings, etc. for those revenues that require a process in order to establish a revenue stream (e.g., a community facilities district or benefit assessment district). The recommendations and conclusions summarized in this report shall be coordinated with other contractors working with Placer County on the development of the NCCP/HCP. These contractors include the Resources Law Group, Thomas Reid & Associates and the Conservation Strategy Group. It will likely also be necessary to coordinate with potentially participating entities, which may include the City of Lincoln, the Placer County Resource Conservation District and the Placer County Water Agency.

- Sub-Task 1D Products: The contractor shall summarize the recommendations and conclusions identified in this task and the reports from Sub-Tasks 1A, 1B, and 1C into a single document. This document shall be subject to public review and presentation to the Board of Supervisors. The following products shall be submitted:
 - 25 bound copies - Administrative Draft (Round 1)
 - 1 unbound copy - Administrative Draft (Round 1)
 - 25 bound copies - Administrative Draft (Round 2)
 - 1 unbound copy - Administrative Draft (Round 2)
 - 75 bound copies - Public Review Draft
 - 1 unbound copy - Public Review Draft
 - 1 pdf and 1 Word format electronic copy - Public Review Draft
 - 25 bound copies - Final Report
 - 1 unbound copy - Final Report
 - 1 pdf and 1 Word format electronic copy - Final Report

- 5.2 TASK 2 – FISCAL IMPACT ANALYSIS: The implementation of the NCCP/HCP is expected to have potentially significant fiscal impacts upon the County. This task will generate reports that identify the fiscal impacts associated with the management of this program. The analysis is intended to identify the direct fiscal impact on the County's ability to provide public services related to the NCCP/HCP and the indirect impact of the implementation of the program on the local economy.
- 5.2.1 SUB-TASK 2A - IDENTIFICATION OF FISCAL IMPACTS ON PLACER COUNTY AND OTHER PARTICIPATING AGENCIES: The contractor shall prepare an analysis that projects the NCCP/HCP administrative costs identified in Sub-Task 1A on County facilities and services. The funding options identified in Sub-Task 1D shall be reviewed to determine how to best fund program costs. The County's objective is to develop a program that is 100% self-supporting from local governmental supplements (i.e., requiring no General Fund supplements) of a NCCP/HCP program. The full cost of the program, including the consideration of start up costs, the land acquisition phase and the "in perpetuity" monitoring and adaptive management phase, shall be considered in the Fiscal Impact Report described in Sub-Task 2D. The respective fiscal impacts shall also be identified for the Placer County Water Agency, City of Lincoln and the Placer County Resources Conservation District under the assumption that these agencies will be seeking coverage through this effort.
- 5.2.2 SUB-TASK 2B - FISCAL IMPACTS ON ECONOMIC DEVELOPMENT ACTIVITIES: The contractor shall assess the fiscal impact of a regional funding program on households and businesses from the perspective of economic development. The County will want to know whether or not the implementation of the program will have a fiscally positive or fiscally negative impact on revenue-generating economic development activities.
- 5.2.3 SUB-TASK 2C – TAX BASE IMPACTS OF CONSERVATION LAND ACQUISITION: The contractor shall estimate the change in property tax base that may result from land being set aside as permanent conservation land and its potential impact on local government revenues. The impact should compare conservation land valuation and tax status with 1) present land values, and 2) future land values based on estimates used in Sub-Task 1A.
- 5.2.4 SUB-TASK 2D - DRAFT AND FINAL PROJECT REPORTS: The contractor shall prepare a Fiscal Impact Report that will include a summary of findings from Sub-Tasks 2A, 2B, and 2C.
- Sub-Task 2D Products: The resulting document will be subject to public review and presentation to the Board of Supervisors. The following products will be submitted:
 - 25 bound copies - Administrative Draft (Round 1)
 - 1 unbound copy - Administrative Draft (Round 1)
 - 25 bound copies - Administrative Draft (Round 2)
 - 1 unbound copy - Administrative Draft (Round 2)
 - 75 bound copies - Public Review Draft

- 1 unbound copy - Public Review Draft
- 1 pdf and 1 Word format electronic copy - Public Review Draft
- 25 bound copies - Final Report
- 1 unbound copy - Final Report
- 1 pdf and 1 Word format electronic copy - Final Report

5.3 TASK 3 - OPEN SPACE MITIGATION FEE ANALYSIS: Placer County is currently evaluating the adoption of a countywide Open Space Mitigation Ordinance, which will result in the establishment of an open space mitigation fee to compensate for the loss of the open character of the landscape from land development activities. This fee will help reduce the impacts of land conversion on the County's landscape by contributing to a fund maintained for the preservation of open space. This fund will be used for the acquisition of land supporting resources per the objectives of the County's General Plan Policy Document, the County's open space program (Placer Legacy) and the NCCP/HCP. The Open Space mitigation fee analysis will provide the background necessary for the Open Space Mitigation Ordinance.

5.3.1 SUB-TASK 3A - OPEN SPACE FEE CALCULATION: The contractor shall calculate an open space mitigation fee based on existing SACOG 2025 employment and growth projection data and real estate costs through 2025. This fee is to be calculated for all of the unincorporated area, not just within the NCCP/HCP Phase 1 boundary. This fee will be applied to projects impacting the County's open space landscape. The calculation and reasoning behind the calculations will be included in the Open Space Mitigation Fee Nexus Study (see Sub-Task 3B below). The fee is to be calculated by geographic area – the same geographic study areas identified in the Placer Legacy Implementation Report (June 2000).

- Sub-Task 3A Products: The contractor will submit a report recommending a mitigation fee and providing a justification for the recommended fee. The following products will be submitted:
 - 25 bound copies - Administrative Draft Open Space Fee Analysis Report
 - 1 unbound copy - Administrative Draft Open Space Fee Analysis Report

5.3.2 SUB-TASK 3B - OPEN SPACE MITIGATION FEE NEXUS STUDY: The adoption of a new County Ordinance requires the completion of an AB 1600 Nexus study, per the requirements of Government Code Section 66000 *et seq.* County staff has prepared a preliminary nexus report. The contractor shall complete a peer review, modify, edit, and complete the preliminary report. The calculations preformed in Sub-Task 3A will be incorporated into the final nexus report.

- Task 3B Products: The Nexus Report shall be incorporated in and presented with the Final Open Space Mitigation Fee Analysis Report. The contractor shall submit the following products :
 - 25 bound copies - Administrative Draft Open Space Mitigation Fee Nexus Report
 - 1 unbound copy - Administrative Draft Open Space Mitigation Fee Nexus Report
 - 75 bound copies - Final Open Space Mitigation Fee Analysis Report
 - 1 unbound copy - Final Open Space Mitigation Fee Analysis Report

- 1 pdf and 1 Word format electronic copy - Final Open Space Mitigation Fee Analysis Report

5.4 **TASK 4 – PUBLIC REPRESENTATION:** The contractor shall represent the contractor's work products in public meetings and before the Board of Supervisors.

5.4.1 For the purposes of the RFP, assume that there shall be two presentations at a public meeting in Western Placer County for the:

- Public Review Draft Financial Alternatives Report
- One presentation to the Board of Supervisors for each of the following:
 - Public Review Draft Financial Alternatives Report
 - Final Financial Alternatives Report
 - Final Fiscal Impact Report
 - Final Open Space Mitigation Fee Analysis Report

5.5 A schedule of completion dates is projected as follows:

Task	Product	Due Date
Sub-Task 1A	Cost Determination Staff Presentation	May 1, 2004
Sub-Task 1B	Funding Base Staff Presentation	May 15, 2004
Sub-Task 1C	Regional Financing Staff Presentation	May 30, 2004
Sub-Task 1D	Administrative Draft Financial Alternatives Report- Round 1:	June 15, 2004
	Administrative Draft Financial Alternatives Report - Round 2:	July 10, 2004
	Public Review Draft Financial Alternatives Report:	July 30, 2004
	Final Financial Alternatives Report:	October 15, 2004
Sub-Task 2D	Administrative Draft Fiscal Impact Report - Round 1:	June 1, 2004
	Administrative Draft Fiscal Impact Report - Round 2:	July 15, 2004
	Public Review Draft Fiscal Impact Report:	August 1, 2004
	Final Fiscal Impact Report:	September 30, 2004
Sub-Task 3A	Administrative Draft Open Space Mitigation Fee Analysis Report:	April 15, 2004
Sub-Task 3B	Administrative Draft Open Space Mitigation Fee Nexus Report:	May 1, 2004
	Final Open Space Mitigation Fee Analysis Report:	June 1, 2004

5.6 The following documents will be provided to the contractor by Placer County, and are available for review at the Placer County Procurement Division, located at 2964 Richardson Drive, Auburn, CA 95603. An appointment is not necessary.

- Placer County General Plan (1994)
- Placer Legacy Implementation Report (2000)
- Metadata for GIS data available from the County

- All relevant HCP/NCCP maps and documents

5.7 Inquiries related to the County's GIS database should be directed to Kelly Berger at the Placer County Planning Department at (530) 886-3000.

6.0 SAMPLE CONTRACT

6.1 A sample contract is included as Attachment C. The consultant shall be required to execute the contract upon selection of the successful offeror and final negotiation of contract terms.

6.2 Minimum hold harmless, insurance and indemnification requirements for the proposed contract are included in the sample contract. The consultant shall be required to maintain, and submit proof of, the levels of insurance indicated; as well as to indemnify and hold the County harmless against liability pursuant to the indemnification language included in the sample contract.

7.0 ASSURANCE OF DESIGNATED PROJECT TEAM

7.1 In order to assure that the designated project team is used for the project, departure or reassignment of, or substitution for, any member of the designated project team may be grounds for cancellation of the contract at the option of the County.

8.0 PROPOSAL SUBMITTAL INFORMATION

8.1 One (1) original and five (5) copies of the proposal, and three (3) copies of the separate, sealed Cost Proposal, shall be received not later than the time and date indicated on the cover page of this RFP. Proposals must be submitted to the Administrative Services Department, Procurement Division, 2964 Richardson Drive, Auburn, CA 95603-2640. Faxed and/or emailed proposals shall not be accepted.

8.2 Late proposals shall not be accepted or considered; there shall be no mitigating circumstances. The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified in this RFP.

8.3 All proposals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and the title "Financial Alternatives and Fiscal Impact Analysis for the County of Placer Phase I Natural Communities Conservation Plan/Habitat Conservation Plan", and the closing date.

8.4 All proposals, whether selected or rejected, shall become the property of Placer County.

8.5 All costs associated with proposal preparation shall be borne by the offeror.

- 8.6 In any request or decision involving a proposal mistake, correction or withdrawal, Procurement staff will consult with County Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.
- 8.7 Mistakes in proposals detected prior to proposal opening may be corrected or withdrawn by the offeror with a written request received by the Procurement Division prior to the date and time designated for opening of proposals. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral, faxed, emailed or telegraphic corrections or withdrawals shall not be permitted.

9.0 PROPOSAL FORMAT

- 9.1 Placer County will award a single contract for the work to be performed. The contract may be awarded to a single consulting firm proposing to perform all tasks, or multiple firms working as a team. For team proposals, one respondent must be identified as the lead contractor who is to receive the contract and shall be responsible for managing the team members. A qualifying proposal must address all of the following points in the order shown below:
- 9.1.1 A cover letter, which shall be signed by an authorized employee or officer of the firm, which briefly summarizes the proposal. Additionally, offerors must state in the cover letter the offeror's proposal shall be in accordance with all terms, conditions and requirements contained in this RFP, and that the proposal shall remain valid for a period of up to ninety (90) days following the date of receipt of the proposal. The cover letter should not exceed two (2) pages in length. Placer County reserves the right to make an award without further discussion of the proposal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the offeror may propose. As such, proposals which are signed:
- For a partnership, shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - For a corporation, shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - By an individual doing business under a firm name, shall be signed in the name of the individual doing business under the proper firm name and style.
- 9.1.2 Format: Document pages, maps, exhibits, etc. to be a 8-1/2 inches by 11 inches in size or folded to such a size. The proposal should be limited to 40 pages total for

all material including all company qualifications, but not counting the cover letter, title page, table of contents, and binding.

- 9.1.3 Understanding of the Project: Provide a brief response that demonstrates an understanding of the key elements of the project in regards to environmental analyses.
- 9.1.4 Approach and Objectives: Briefly outline the approach to the project and what you see as the key project objectives.
- 9.1.5 Special Considerations: Please briefly describe any similar projects you may have undertaken.
- 9.1.6 Methodology: For each of the major Tasks (1, 2, 3, and 4), respondents shall organize the various required subtasks into a succinct and cogent proposed work plan approach that incorporates the various specific requirements and show the interrelationships between major tasks. As appropriate, proposed methodologies should be discussed. Please avoid undue elaboration. Although you may be flexible in your description, be concise and follow an outline format. It is recognized that this RFP includes numerous tasks some of which are very simple to respond to. Many of the tasks listed above are self-explanatory and only a cursory response is necessary. The respondents are encouraged to focus on those task items that require careful consideration by the County and not those that are self-explanatory.
- 9.1.7 Firm/Task Description: Provide succinct descriptions of your firm or team. Include relevant information about the firm's capabilities, size, and range of services and length of time in existence. (General promotional materials that will exceed the page limitation should be bound separately.)
- 9.1.8 Qualifications of Key Personnel: Provide the names of the key people who will be working on this project, their role in the project, and a synopsis of their experience relevant to these roles. Specialists shall be appropriately certified and/or licensed. The County reserves the right to approve substitution of key individuals.
- 9.1.9 Relevant Information/References: This is your opportunity to provide any other information you feel is relevant to the contractor review and selection process. Please provide a minimum of five (5) recent references from similar or related projects prepared by your firm/team, including an appropriate contact name and telephone number.
- 9.1.10 Cost Proposal: Provide a lump sum cost proposal for each Sub-Task. Explain the cost basis by showing the proposed effort listed by staff position, hourly rate, number of hours, expenses and any sub-consultant administrative charges. Give a unit fee for attendance at a public meeting or hearing in excess of those requested in Task 4.

10.0 EVALUATION CRITERIA AND SELECTION PROCESS

- 10.1 This solicitation is being conducted in accordance with the Placer County Purchasing Policy Manual. The Procurement Division will review all proposals received and make responsiveness determinations relative to timeliness, signatures or other submission related issues of the proposal(s). A non-responsive submittal must be eliminated from further consideration and cannot be recommended for an award of a contract. Upon completion of the responsiveness review, an evaluation committee will review each of the responsive proposals, and will evaluate the proposals in accordance with the criteria indicated below. The firms submitting the most highly rated proposals may be invited for interviews to further elaborate on their proposals prior to final selection, however the County reserves the right to select a most highly rated firm based on the contents of the proposals. The proposed project manager shall represent the firm at the interview for any firm that is invited to an interview.
- 10.2 The Evaluation Committee will prepare evaluations based upon the weighted evaluation criteria contained in this RFP, and the top ranked firm will be recommended for award to the Placer County Board of Supervisors. County staff will negotiate a contract in accordance with the direction from the Board of Supervisors.

- 10.3 Responsive Proposal(s) submitted shall be evaluated based on the following criteria:

<u>Evaluation Criteria</u>	<u>Impact Points</u>
Specialized experience and technical competence, including familiarity with the types of issues and problems associated with the stated objectives	25
Method to accomplish work described in proposal, including adherence to the County's time schedule	35
Qualifications of personnel to be used on project	30
Cost	10
Total Rating Points	100

- 10.4 Pursuant to existing Placer County policy, a five percent (5%) preference will be awarded to Placer County firms responding to this RFP. The five percent credit will be added to the submitting firm's aggregate score during the evaluation process. Firms requesting this credit must submit an Affidavit of Eligibility with their Proposal, or have one already on file with the Procurement Division. Criteria and affidavit forms are available via a "fax on demand" system by calling 530-889-7776, option 4, and entering your full fax number (including the "1" and your area code if different from 530), and following the instructions for faxing. The information and affidavit forms are also available on the Placer County website at www.placer.ca.gov.

- 10.5 A reasonable number of firms with the most highly qualified proposals may be invited for interviews and further consideration. The proposed project manager shall represent the firm during the interview process.
- 10.6 The County of Placer reserves the right to award a contract to the firm that presents the proposal, which, in the sole judgment of the County, is determined to be the most advantageous offer based the criteria as indicated by the evaluation impact points above.
- 10.7 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals. The County also reserves the right to negotiate minor deviations to the proposal of the successful firm.

11.0 CONFLICT OF INTEREST

- 11.1 The firm submitting this proposal shall warrant that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

12.0 PROTESTS AND APPEALS PROCESS

- 12.1 The County has a Protest and Appeals policy that has been adopted by the Board of Supervisors. This policy is set forth in the County's Purchasing Policy Manual and provides for an appeals process, conditions for hearings by the Director of Administrative Services and the Board of Supervisors, stays of contract awards and remedies. Protests must be submitted in writing to Rich Colwell, Director of Administrative Services, 2986 Richardson Drive, Auburn, CA 95603-2640, within seven (7) working days after an offeror knows or should have known the facts giving rise to a protest.
- 12.2 The Protest and Appeals policy is Chapter 10 of the Purchasing Policy Manual, as previously referred to in this RFP.

13.0 INQUIRIES

- 13.1 Please direct all inquiries regarding this RFP to:

Adena Huhmann, CPPB
Placer County Procurement Division
2964 Richardson Drive
Auburn, CA 95603
(530) 889-4258

14.0 ATTACHMENTS

- A: Regulatory Framework & Permitting
- B: Placer Legacy Geographic Study Area Map
- C: Standard Placer County Consultant Agreement

Regulatory Framework and Permitting

The NCCP/HCP is intended to fulfill the requirements of the federal Endangered Species Act (16 U.S.C.A. Section 1530 et seq.) and the Natural Community Conservation Planning Act (Fish and Game Code Section 2800 et seq.) and to support the issuance of permits under those laws for Covered Activities. The NCCP/HCP is also intended to comply or be consistent with several other California and federal environmental laws as they may pertain to Covered Activities, including:

- The federal Clean Water Act, Section 404 (33 U.S.C.A. Section 1344)
- The federal Migratory Bird Treaty Act (16 U.S.C.A. Section 703 et seq.)
- The federal Bald and Golden Eagle Protection Act (16 U.S.C.A. Section 668 et seq.)
- The National Environmental Policy Act (42 U.S.C.A. Section 4321 et seq.)
- The California Endangered Species Act (Fish and Game Code Sections 2050 et seq.)
- The California Native Plant Protection Act (Fish and Game Code Section 1900 et seq.)
- California Fish and Game Code Sections 1600-1610 (Lake and Streambed Alteration Agreements)
- California Fish and Game Code Sections 3511, 4700, 5050, 5515 (Fully Protected Species)
- California Fish and Game Code Section 3503 (Bird Nests)
- California Fish and Game Code Section 3503.5 (Birds of Prey)
- The California Environmental Quality Act (Public Resources Code Section 21000, et seq.)

Federal Regulatory Framework

The Federal Endangered Species Act

The USFWS and NOAA Fisheries administer the ESA. The ESA requires each agency to maintain lists of imperiled native species and affords substantial protections to these “listed” species. NOAA Fisheries’s jurisdiction under the ESA is limited to the protection of marine mammals, marine fishes, and anadromous fishes; all other species are subject to USFWS jurisdiction.

The USFWS and NOAA Fisheries may “list” a species if it is endangered (at risk of extinction throughout all or a significant portion of its range) or threatened (likely to become endangered within the foreseeable future). The ESA prohibits the “take” of any species listed as an endangered species and most species listed as threatened species. Take, as defined by the ESA, means “to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.” Harm is defined as “any act that kills or injures the species, including significant habitat modification.” Section 9 also prohibits the “removal or reduction to possession” of any listed plant species “under federal jurisdiction” (i.e., on federal land, where federal funding is provided, or where federal authorization is required). The ESA does not prohibit take of listed plants on private land.

The ESA includes exceptions to this general take prohibition that allow an action to be carried out, despite the fact that the action may result in the take of listed species, where rigorous conservation measures are included for the species. An exception is provided in Section 7 of the ESA for actions authorized (e.g., under a Section 404 permit), funded or carried out by a federal agency. An exception is provided in Section 10 of the ESA for actions that do not involve a federal agency.

Section 7 (16 U.S.C.A. Section 1536.)

Section 7 of the ESA requires all federal agencies to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of habitat critical to such species' survival. To ensure that its actions do not result in jeopardy to listed species or in the adverse modification of critical habitat (formally defined areas that the USFWS or NOAA Fisheries have determined are essential for the conservation and management of listed species), each federal agency must consult with USFWS or NOAA Fisheries—or both—regarding federal agency actions that have the potential to harm listed species. If the USFWS or NOAA Fisheries concludes that the action may adversely affect a listed species, it must prepare a written biological opinion (BO) describing how the action will affect the listed species and its critical habitat.

If the BO concludes that the proposed action would jeopardize the continued existence of a listed species or adversely modify its critical habitat, the BO must suggest “reasonable and prudent alternatives” that would avoid that result. If the BO concludes that the project as proposed would involve the take of a listed species, but not to the extent that would jeopardize the species' continued existence, the BO must include an “incidental take statement.” The incidental take statement specifies an amount of take that may occur as a result of the action and may also suggest reasonable and prudent measures to minimize the impact of the take. If the action complies with the BO and incidental take statement, it may be implemented without violation of the ESA, even if incidental take occurs.

In Placer County, Section 7 consultations are often initiated by the USACE prior to issuing a Clean Water Act Section 404 permit. In this situation, the USACE consults with the USFWS and/or NOAA Fisheries to ensure that the activities authorized under the Section 404 permit will not result in jeopardy to a listed species or adversely modify critical habitat. When the USFWS or NOAA Fisheries issue a BO as the result of such a consultation, the BO often includes measures to minimize take of listed species that are in addition to measures specified in the Section 404 permit for the protection of wetlands or other aquatic resources.

The NCCP/HCP is intended to address impacts to listed species such that Covered Activities that comply with the NCCP/HCP will adequately minimize the impact of any take of listed species and will not be subject to additional requirements as the result of a Section 7 consultation.

Section 10 (16 U.S.C.A. Section 1539.)

Until 1982, state, local and private entities had no means to acquire incidental take authorization, as could federal agencies under Section 7. Private landowners and local and state agencies risked being in direct violation of the ESA no matter how carefully their projects were implemented. This dilemma led Congress to amend Section 10 of the ESA in 1982 to authorize the issuance of an incidental take permit to nonfederal project proponents upon completion of an approved conservation plan, now usually referred to as a habitat conservation plan (HCP).

In cases where federal land, funding, or authorization is not required for an action by a nonfederal entity, the take of listed species may be permitted by the USFWS and/or NOAA Fisheries through the Section 10 process. Private landowners, corporations, state agencies, local agencies, and other nonfederal entities must obtain a Section 10(a)(1)(B) incidental take permit for take of federally listed fish and wildlife species “that is incidental to, but not the purpose of, otherwise lawful activities.” Because ESA Section 9 prohibitions for listed plants apply only to activities under federal jurisdiction, Section 10 incidental take permits are only necessary for take of wildlife and fish species.

To receive an incidental take permit, the permit applicant is required to provide:

- A complete description of the activity sought to be authorized;
- The common and scientific names of the species sought to be covered by the permit, as well as the number, age, and sex of such species, if known; and
- An HCP that specifies:
 - The impact that will likely result from such taking;
 - What steps the applicant will take to monitor, minimize, and mitigate such impacts; the funding that will be available to implement such steps; and the procedures to be used to deal with unforeseen circumstances;
 - What alternative actions to such taking the applicant considered and the reasons why such alternatives are not proposed to be utilized; and
 - Such other measures that the Interior Secretary or Commerce Secretary may require as being necessary or appropriate for purposes of the plan. (16 U.S.C.A. Section 1539(a)(2)(A).)

The USFWS or NOAA Fisheries will issue an ITP if the Interior Secretary or Commerce Secretary, as the case may be, finds with respect to the ITP application and HCP that:

- The taking will be incidental;
- The applicant will, to the maximum extent practicable, minimize and mitigate the impacts of such taking;
- The applicant will ensure that adequate funding for the plan will be provided;
- The taking will not appreciably reduce the likelihood of the survival and recovery of the species in the wild; and
- The measures, if any, required by the Secretary of Interior or Commerce Secretary, will be met. (16 U.S.C.A. Section 1539(a)(2)(B).)

The NCCP/HCP is intended to fulfill these requirements, such that the USFWS and NOAA Fisheries may each issue an ITP under which Covered Activities may be carried out without violating the ESA even where Covered Activities may result in the incidental take of a Covered Species.

The Clean Water Act

Section 404 (33 U.S.C.A. Section 1344)

The CWA is the primary federal law that protects the quality of the nation’s waters, including lakes, rivers, and coastal areas. Section 404 of the CWA regulates the discharge of dredged or fill material into the waters of the United States, including wetlands. The CWA holds that all discharges into the nation’s waters are unlawful unless specifically

authorized by a permit; issuance of such permits constitutes the CWA's principal regulatory tool.

The USACE is authorized to issue Section 404 permits, which allow the placement of dredged or fill materials into jurisdictional waters of the United States under certain circumstances. The USACE issues two types of permits under Section 404: general permits (either nationwide permits or regional permits) and standard permits (either letters of permission or individual permits). General permits are issued by the USACE to streamline the Section 404 permitting process for nationwide, statewide, or regional activities that have minimal direct or cumulative environmental impacts on the aquatic environment. Standard permits are issued for activities that do not qualify for a general permit (i.e., that may have more than a minimal adverse environmental impact). The NCCP/HCP includes an aquatic resource conservation program that specifies conservation measures for waters of the United States, including vernal pools, that will be used by the USACE to develop and issue a Section 404 permit for certain Covered Activities.

Section 401 (33 U.S.C.A. Section 1341)

Under CWA Section 401, applicants for a federal license or permit to conduct activities that may result in the discharge of a pollutant into waters of the United States must obtain certification from the state in which the discharge would originate. In California, Section 401 certification is handled by the Regional Water Quality Control Boards. The NCCP/HCP falls under the jurisdiction of the Central Valley Regional Water Quality Control Board (RWQCB). The RWQCB must certify that the discharge will comply with state water quality standards and other requirements of the CWA. Therefore, all projects that have a federal component and may affect state water quality (including projects that require federal agency approval, such as issuance of a Section 404 permit) must also comply with CWA Section 401. Any Section 404 permit issued by the USACE based on the wetland conservation program in the NCCP/HCP must be certified under Section 401 by the RWQCB.

The Migratory Bird Treaty Act of 1918

The MBTA implements various treaties and conventions between the U.S. and Canada, Japan, Mexico, and the former Soviet Union for the protection of migratory birds. Under the MBTA, taking, killing, or possessing migratory birds is unlawful as is taking of any parts, nests, or eggs of such birds. (16 U.S.C.A. Section 703.) "Take" is defined more narrowly under the MBTA than under the ESA and includes only the death or injury of individuals of a migratory bird species. The MBTA defines migratory birds broadly. The NCCP/HCP is intended to fulfill the requirements for a Special Purpose Permit under 50 C.F.R. Section 21.27 for the take of [____], such that take resulting from Covered Activities would not be in violation of the MBTA.

The Bald and Golden Eagle Protection Act

The Bald Eagle and Golden Eagle Protection Act prohibits the taking or possession of and commerce in bald and golden eagles, with limited exceptions. Under the Act, it is a violation to "... take, possess, sell, purchase, barter, offer to sell, transport, export or import, at any time or in any manner, any bald eagle commonly known as the American eagle, or golden eagle, alive or dead, or any part, nest, or egg, thereof . . ." Take is defined under the Act is defined to include

pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, and disturb. The NCCP/HCP is intended to comply with provisions of the Act, such that any take of a bald eagle or golden eagle resulting from Covered Activities will not violate the Act and will not be referred for prosecution.

The National Environmental Policy Act (NEPA)

NEPA requires federal agencies to include in their decision-making process appropriate and careful consideration of all environmental effects of a proposed action and of possible alternatives. Documentation of the environmental impact analysis and efforts to avoid or minimize the adverse effects of proposed actions must be made available for public notice and review. This analysis is documented in either an environmental assessment (EA) or an environmental impact statement (EIS). Project proponents must disclose in these documents whether their proposed action will adversely affect the human or natural environment. NEPA's requirements are more procedural than substantive in that NEPA requires disclosure of environmental effects and mitigation possibilities but includes no mandate to impose mitigation measures.

Because the issuance by the USFWS and NOAA Fisheries of ITPs under Section 10 are federal actions, the USFWS and NOAA Fisheries must comply with NEPA for purposes of issuing the ITPs. The USFWS, NOAA Fisheries, as co-lead agencies under NEPA, and the County, as the lead agency under CEQA, have prepared a joint EIR/EIS to fulfill this requirement.

California Regulatory Framework

The California Endangered Species Act (CESA)

The CDFG administers the CESA. Similar to the federal ESA, the CESA requires CDFG to maintain lists of threatened species and endangered species. CESA prohibits the take of listed species and also species formally under consideration for listing ("candidate" species). Under CESA, take means "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (Fish and Game Code Section 86.) Under this definition, and in contrast to the ESA, CESA does not prohibit "harm" to a listed species. However, the killing of a listed species that is incidental to an otherwise lawful activity and not the primary purpose of the activity constitutes a take under CESA. CESA does not protect insects, but with certain exceptions prohibits the take of plants on private land.

The NCCP/HCP provides the basis for an incidental take authorization under the NCCPA, such that Covered Activities that may result in incidental take of listed species may be carried out without violating CESA.

The Natural Community Conservation Planning Act (NCCPA)

The NCCPA was enacted to implement broad-based planning to provide for effective protection and conservation of California's wildlife heritage while continuing to allow appropriate development and growth. The NCCPA does not focus only on listed species and is broader in its orientation and objectives than are the ESA or CESA. The NCCPA encourages local, state, and federal agencies to prepare comprehensive conservation plans that maintain the continued viability of species and biological communities impacted by human changes to the landscape. Incidental take permits issued under the NCCPA can also be broad and may include both listed species and non-listed species. The NCCPA states that the CDFG "may authorize by permit the taking of any

covered species whose conservation and management is provided for in a natural community conservation plan approved by [CDFG].” (Fish and Game Code Section 2835.)

An NCCP must:

- Be developed consistent with the process identified in the planning agreement for the NCCP;
- Integrate adaptive management strategies that are periodically evaluated and modified based on the information from a monitoring program and other sources;
- Provide for the protection of habitat, natural communities, and species diversity on a landscape or ecosystem level through the creation and long-term management of habitat reserves or other measures that provide equivalent conservation of covered species appropriate for land, aquatic, and marine habitats within the plan area;
- Develop reserve systems and conservation measures in the plan area including, as needed for the conservation of species:
 - Conservation, restoration and management of representative natural and seminatural landscapes to maintain the ecological integrity of large habitat blocks, ecosystem function and biological diversity
 - Establishment of one or more reserves or other measures that provide equivalent conservation of covered species within the plan area and linkages between them and adjacent habitat areas outside of the plan area
 - Protection and maintenance of habitat areas that are large enough to support sustainable populations of covered species
 - Incorporation of a range of environmental gradients (such as slope, elevation, aspect, and coastal or inland characteristics) and high habitat diversity to provide for shifting species distributions due to changed circumstances
 - Sustenance of the effective movement and interchange of organisms between habitat areas in a manner that maintains the ecological integrity of the habitat areas within the plan area;
- Identify activities, and any restrictions on those activities, allowed within reserve areas that are compatible with the conservation of species, habitats, natural communities, and their associated ecological functions;
- Contain specific conservation measures that meet the biological needs of covered species and that are based upon the best available scientific information regarding the status of covered species and the impacts of permitted activities on those species;
- Contain a monitoring program;
- Contain an adaptive management program;
- Include the estimated timeframe and process by which the reserves or other conservation measures are to be implemented, including obligations of landowners and plan signatories and consequences of the failure to acquire lands in a timely manner;
- Contain provisions that ensure adequate funding to carry out the conservation actions identified in the plan. (Fish and Game Code, Section 2820 (a).)

The NCCP/HCP is intended to fulfill these requirements, such that the CDFG can issue an ITP under which Covered Activities may be carried out without violating CESA and other California wildlife protection laws even where they may result in the incidental take of a Covered Species, including listed species and other protected species.

The Native Plant Protection Act (NPPA)

The NPPA prohibits the import, take, possession, or sale of rare and endangered native plants, except as incident to the possession or sale of the real property on which the plant is growing, and as otherwise provided in the NPPA. (Fish and Game Code Section 1908.) Notwithstanding the prohibition in §1908, the NPPA does not prohibit take of rare and endangered plants under certain circumstances. (See Fish and Game Code Sections 1906-1907 and Sections 1912-1913.) As explained above, the NCCP/HCP is intended to fulfill the requirements of the NCCPA such that the CDFG may issue an ITP for Covered Species, including plant species that are Covered Species. The ITP will allow Covered Activities to be carried out without violating the NPPA even where they may result in the incidental take of a Covered Species of plant protected by the NPPA.

Lake or Streambed Alteration Agreements

Section 1602 of the Fish and Game Code applies to any activity that will “substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris waste or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake . . .” (Fish and Game Code Section 1602.) An entity that proposes to carry out such an activity must first inform the CDFG. Where the CDFG concludes that the activity will “substantially adversely affect an existing fish or wildlife resource,” the entity proposing the activity must negotiate an agreement with the CDFG that specifies terms under which the activity may be carried out in a way that protects the affected wildlife resource.

CDFG can enter into programmatic agreements that cover recurring operation and maintenance activities or regional plans. These agreements are sometimes referred to as “master streambed alteration agreements.” The NCCP/HCP includes an aquatic resource conservation program that specifies conservation measures for streams, rivers and lakes and will be used by CDFG and the County to create a “master streambed alteration agreement” for Covered Activities.

Fully Protected Species Statutes

The four fully protected species statutes broadly prohibit most possession and “take” of 37 fully protected species. They state that no provision of the Fish and Game Code or any other law may be construed to authorize the issuance of permits or licenses to “take” the species, and that any such permits or licenses that are issued shall have no force or effect. Fully protected species are identified by statute:

Fish and Game Code Section 3511 lists 13 species of birds, including American peregrine falcon (*Falco peregrinus anatum*), California condor (*Gymnogyps californianus*), Golden eagle (*Aquila chrysaetos*), Southern bald eagle (*Haliaeetus leucocephalus leucocephalus*). Fish and Game Code Section 4700 lists nine mammal species, including bighorn sheep (*Ovis canadensis*) (except Nelson bighorn sheep, subspecies *Ovis canadensis nelsoni*), and salt-marsh harvest mouse (*Reithrodontomys raviventris*).

Fish and Game Code Section 5050 lists five fully protected reptiles and amphibians, including the blunt-nosed leopard lizard (*Crotaphytus wislizenii silus*) and San Francisco garter snake (*Thamnophis sirtalis tetrataenia*).

Fish and Game Code Section 5515 lists 10 species of fish, including unarmored three-spine stickleback (*Gasterosteus aculeatus williamsoni*) and Colorado river squawfish (*Ptychocheilus lucius*).

Certain fully protected species are included as Covered Species in the NCCP/HCP. However, they are included based on conservation measures in the NCCP/HCP developed to avoid take of these species. The CDFG will not authorize incidental take of any fully protected species in the ITP it issues upon approval of the NCCP/HCP. If the fully protected species statutes are revised in the future to allow incidental take within an approved NCCP/HCP, the ITP may be amended to authorize take of some or all of the fully protected species that are Covered Species.

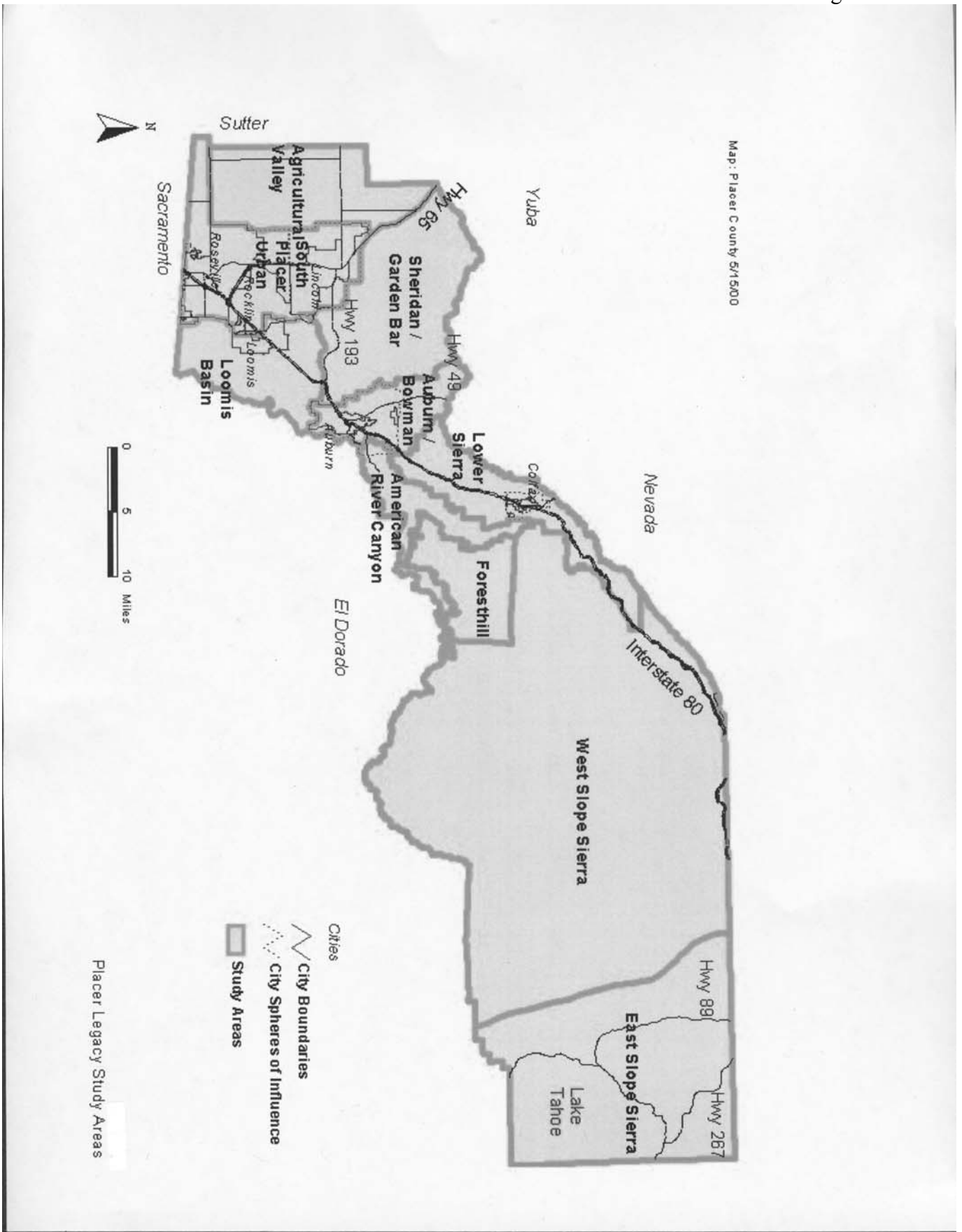
Bird Nests and Birds of Prey

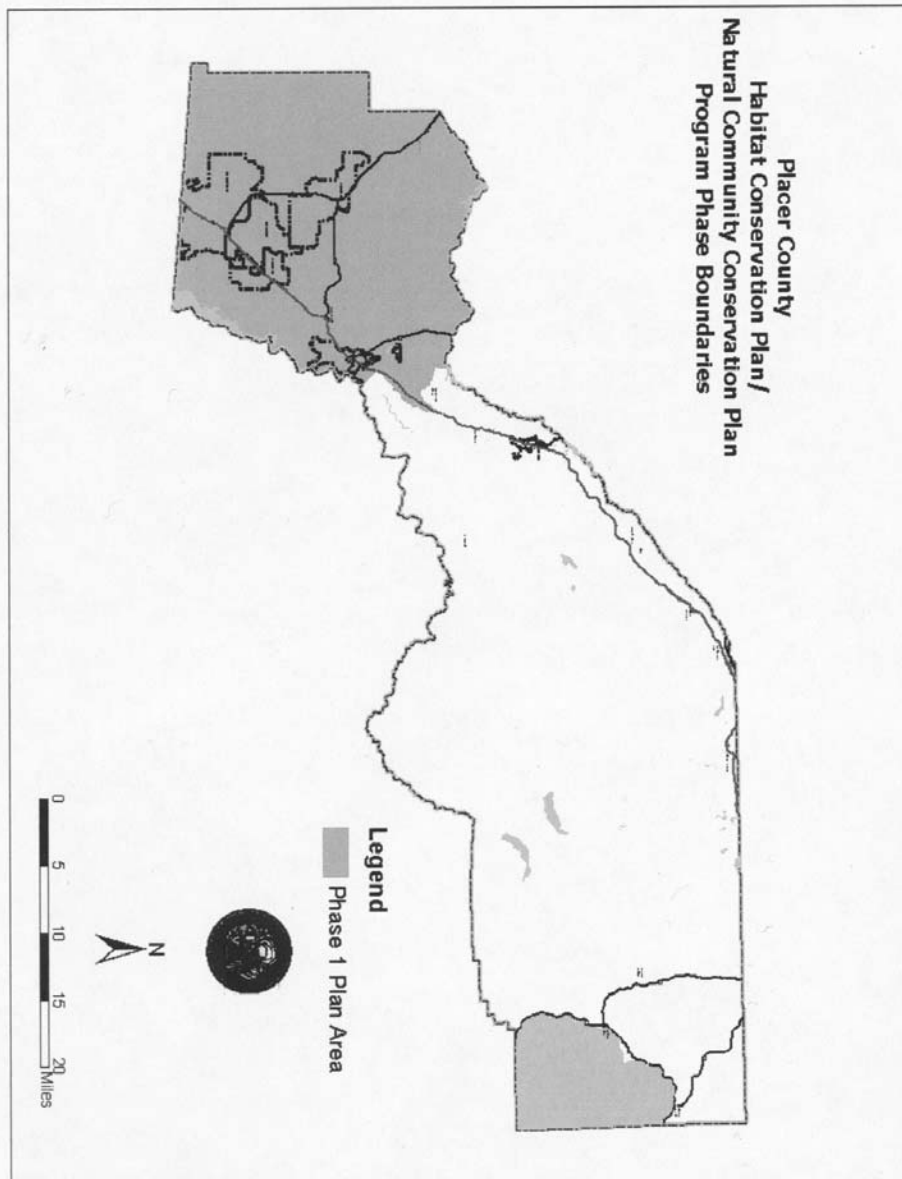
Section 3503 of the Fish and Game Code prohibits take, possession or needless destruction of the nest or eggs of any bird, except as otherwise authorized in the Fish and Game Code. Section 3503.5 prohibits the take, possession or destruction of any birds of prey (*Falconiformes* or *Strigiformes*) or the nests or eggs of any bird of prey, except as otherwise authorized in the Fish and Game Code. As explained above, the NCCP/HCP is intended to fulfill the requirements of the NCCPA such that the CDFG may issue an ITP for Covered Species, including bird species that are Covered Species. The ITP will allow Covered Activities to be carried out without violating Section 3503 or 3503.5 even where they may result in the incidental take of a Covered Species of bird protected by those provisions.

The California Environmental Quality Act (CEQA)

CEQA is similar to but more extensive than NEPA in that it requires that significant environmental impacts of proposed projects be identified, analyzed, and reduced to a less-than-significant level through adoption of feasible avoidance, minimization, or mitigation measures unless overriding considerations are identified and documented. CEQA applies to virtually all California projects carried out, financed or approved by a local or state agency. Most Covered Activities are subject to CEQA. (This is not the case with NEPA, which applies only to federal actions.) The County's approval and adoption of the NCCP/HCP and CDFG's approval of the NCCP and issuance of an ITP is also subject to CEQA.

The County, as the lead agency under CEQA, and the USFWS and NOAA Fisheries, as co-lead agencies under NEPA have prepared a joint EIR/EIS to fulfill this requirement. The EIR/EIS is intended to fulfill CEQA's requirements for purposes of the County's approval and adoption of the NCCP/HCP, as well as the CDFG's approval of the NCCP/HCP and issuance of an ITP for Covered Activities. The EIR/EIS will also to some extent fulfill CEQA's requirements with respect to Covered Activities. Where sufficient information is currently available to analyze the environmental effects of a proposed Covered Activity, the EIR/EIS will provide that analysis and a subsequent or supplemental CEQA analysis will not be required at the time the activity is submitted for approval. In other cases, the analysis of environmental impacts in the EIR/EIS will be supplemented with further analysis under CEQA before individual Covered Activities are implemented.





Project: Financial Alternatives and Fiscal Impact Analysis/County of Placer Phase I Natural Communities Conservation Plan/Habitat Conservation Plan

Administering Agency: Placer Planning Department

Contract No.

CONSULTANT SERVICES AGREEMENT

DESCRIPTION: CONTRACT FOR THE PREPARATION OF A FINANCIAL ALTERNATIVES ANALYSIS AND FISCAL IMPACT ANALYSIS FOR PHASE I PLACER NCCP/HCP

THIS AGREEMENT, entered into this ____ day of ____ 2004, by and between the COUNTY OF PLACER (hereinafter called the "COUNTY"), and _____ (hereinafter called the "CONSULTANT")

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

1. Consulting Services

a. CONSULTANT agrees, during the term of this Agreement, to perform the consulting services set forth below.

b. Technically Adequate Report: The work carried out under the terms of this Agreement must result in a technically adequate Report.

c. CONSULTANT to COUNTY: It is understood that the _____ to be prepared under this Agreement, is to be prepared in and with cooperation from the COUNTY and its staff and that the CONSULTANT'S responsibility will be to the COUNTY. Accordingly, CONSULTANT shall prepare said _____ so as to be as accurate and objective as possible.

d. CONSULTANT shall perform all services required under this Agreement in a manner consistent with generally accepted professional procedures. CONSULTANT shall strive for maximum accuracy in the results obtained for its services, and the data provided shall be as accurate and up-to-date as is reasonably possible.

e. In addition to the services described in Sub-paragraph (a) above, the parties may from time to time agree in writing during the term of this Agreement that CONSULTANT shall perform additional services in connection with the PROJECT. Such additional services may include, but are not limited to:

(1) attendance by CONSULTANT at meetings or public hearings beyond those addressed in the Scope of Work and for which charges for time and materials exceed the budgeted amount;

the proposal.

(2) revisions to administrative draft and drafts beyond the number envisioned in

(3) any additional services related to the preparation of the project.

f. CONSULTANT, shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner.

g. Modification of the scope of work, such as changes to the project description, additional document revisions or attendance at additional meetings, would require a budget amendment.

h. When requested by County, Consultant shall provide all mapping materials in a form that is compatible with the County's geographic information system software and computer aided drafting software. Costs incurred to upgrade or modify Consultant's computer systems to provide this compatibility shall be borne by Consultant. The standards for compatibility shall include the following or those approved by the Geographic Information System (GIS) Division of the Planning Department.

(1) All drawings shall be in one of the following formats: 1) .DWG, 2) .DXF, 3) Arc/Info. EOO Files, or ArcView "shape" files.

(2) The scale of the maps shall be 1:1

(3) The storage of the map files shall be on 3.5" high density, floppy diskettes, compact discs, or on JAZ Drive disks.

(4) Fonts should be standard Auto Cad styles.

(5) If a digital drawing is a projected figure, the projection used shall be the California State Plan Zone II NAD 27.

(6) All digital aerial photography shall be in a form approved by the GIS Division of the Planning Department.

(7) Any data bases accompanying mapping information shall be compatible with Arc/Info and ArcCAD.

2. Duties of County

To permit CONSULTANT to render the services required hereunder, COUNTY shall, at its expense and in a timely manner:

a. appoint a staff member to act as coordinator between the COUNTY and the CONSULTANT;

b. provide the CONSULTANT with all existing relevant information, although it is primarily the CONSULTANT'S responsibility to compile all required background information;

promptly review any and all documents and materials submitted to COUNTY by CONSULTANT;

d. promptly notify CONSULTANT of any fault or defect in the PROJECT in any way relating to the performance of CONSULTANT'S services hereunder; and

3. Personnel

a. CONSULTANT agrees that it will employ, at its own expense, all personnel, including any sub-contractors, reasonably necessary in its discretion to perform the services required by this Agreement, and in no event shall such personnel be the employees of COUNTY. All of the services required hereunder shall be performed by the CONSULTANT or sub-contractors, subject to provisions of Section 3(b) below.

b. In addition to personnel employed directly by CONSULTANT, CONSULTANT may engage such sub-contractors as it may deem necessary to the performance of its services hereunder with the prior written approval of COUNTY. Any such sub-contractors shall be paid by the CONSULTANT from the funds payable to CONSULTANT pursuant to Section 4 of the contract, and in no event shall COUNTY be responsible for the payment of such sub-contractors.

4. Payment to Consultant

The COUNTY agrees to pay to CONSULTANT \$ _____ as the sole compensation under this contract for the scope of work as described in Attachment A. Payment to CONSULTANT shall be made monthly based on time and materials charges not to exceed the following amounts at the intervals noted below:

a. Hourly rate for additional services as may be requested by the parties hereto per Section 1(e) shall be mutually agreed upon in writing prior to commencement of such additional work.

b. COUNTY retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.

c. The COUNTY retains the right to require the submittal by the CONSULTANT of all background research materials generated by the CONSULTANT in the preparation of the _____.

d. The term "costs" as used in this section includes, but is not limited to, the following items and is the sole responsibility of the CONSULTANT: travel, printing, clerical, mailing, etc.

5. Abandonment of Project

If the COUNTY finds it necessary to abandon or suspend the PROJECT, the CONSULTANT shall be compensated for all work completed under Section 1 according to the schedule

for payments designated under Section 4. Work items not completed, but upon which work has been performed, shall be paid for on the basis of time and expenses incurred in accordance with the attached consultant fee schedule (Attachment B).

6. Time of Performance

a. The CONSULTANT shall provide:

_____ copies of _____ by _____, 2004.

By agreement between COUNTY and CONSULTANT these deadlines may be extended for a mutually agreed upon period of time if circumstances require.

b. CONSULTANT recognizes that its failure to provide the services described herein within the time limits proscribed will be detrimental to COUNTY, and that if the CONSULTANT does not provide the services described herein in a timely manner according to the time limitations set forth herein, that COUNTY should be compensated for such detriment. However, CONSULTANT and COUNTY agree that it is extremely difficult and impractical to ascertain the exact amount of the detriment, and to avoid this problem, COUNTY and CONSULTANT agree that if the services and documents described herein are not provided by the time limits set forth herein due to actions and responsibility of CONSULTANT, the CONSULTANT and COUNTY hereby agree that COUNTY shall be entitled to liquidated damages in the amount of \$250.00 per day for each day's delay in the provision of the services by CONSULTANT to COUNTY. The CONSULTANT has agreed upon this amount after negotiation, as the CONSULTANT and COUNTY'S best estimate of COUNTY'S damages. Any such liquidated damages due to COUNTY shall be deducted from the final payment due to CONSULTANT as set forth in Section 4 above. CONSULTANT agrees to provide timely notice to the other in the event delay occurs giving rise to the applicability of this section. In no event shall CONSULTANT wait more than seventy-two (72) hours to provide such notice.

7. Uncontrollable Delay

All agreements on CONSULTANT'S part are contingent upon and subject to the provision that CONSULTANT shall not be responsible for damages or be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delays unavoidable or beyond CONSULTANT'S reasonable control. In the event of any such cause of delay, the time of completion shall be extended accordingly.

8. Ownership of Documents

CONSULTANT agrees to return to the COUNTY, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from COUNTY and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of COUNTY and may be used by the COUNTY for any purpose whatsoever. COUNTY agrees to absolve CONSULTANT of any liability resulting from such future use.

9. Warranties

CONSULTANT warrants that its services are performed, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered.

10. Notices

a. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Fred Yeager
11414 "B" Avenue
Auburn, CA 95603

CONSULTANT

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

b. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.

11. Assignment

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of each of the other parties. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

12. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

13. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of the Agreement and merges all prior discussions, negotiations, letters of understanding, or other promises, whether oral or in writing.

14. Hold Harmless

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term COUNTY means Placer County or its officers, agents, employees, and volunteers.

15. Insurance Requirements

CONSULTANT shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII.

16. Worker's Compensation and Employers Liability Insurance

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than five hundred thousand dollars (\$500,000) each accident for bodily injury by accident, five hundred thousand dollars (\$500,000) policy limit for bodily injury by disease, and five hundred thousand dollars (\$500,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries and claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

17. General Liability Insurance

a. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below the including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

(2) One of the following forms is required:

- (a) Comprehensive General Liability.
- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

(3) If CONSULTANT carries a comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
One million dollars (\$1,000,000) aggregate

(4) If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

One million dollars (\$1,000,000) for Products-Completed Operations

One million dollars (\$1,000,000) General Aggregate

(b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

(5) Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

Operations One million dollars (\$1,000,000) aggregate for Products Completed

One million dollars (\$1,000,000) General Aggregate

(b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

18. Endorsements

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

a. "The Applicant, County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

c. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

21. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, nonowned, and hired automobiles/trucks.

22. Professional Liability Insurance (Errors and Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

In witness, whereof, the parties have executed this Agreement the day and year first written above.

PLACER COUNTY:

David Seward, C.P.M.
Purchasing Manager

Date:

By: _____
Name: _____
Title: President/ Vice President

Date: _____

By: _____
Name: _____
Title: Secretary/Treasurer

Date: _____

Tax ID: _____

Address: _____

Phone Number: _____

Approved As to Form:

Approved As to Funds:

County Counsel

Auditor

Date: _____

Date: _____

*Agreement must be signed by two corporate officers if a corporation; one must be the secretary or treasurer of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.